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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEVADA

IN RE: WAL-MART WAGE AND HOUR EMPLOYMENT PRACTICES LITIGATION	MDL 1735 2:06-cv-00225-PMP-PAL (BASE FILE)
THIS DOCUMENT RELATES TO: ALL CASES	**DEFENDANTS' STATUS REPORT REGARDING PAYMENT OF ATTORNEYS' FEES**

Defendants, by and through their undersigned counsel, submit the following Status Report Regarding Payment of Attorneys' Fees.

1. The Settlement approved by the Court in this action includes four actions that had been initially filed in state courts in Arkansas, Alabama, Georgia, and New Hampshire (the "State Court Actions") but were refiled in this Court for purposes of implementing the Settlement. (Settlement Agreement, § 3.2). In the Settlement Agreement, the Parties agreed to stay each of the four State Court Actions pending final approval of the Settlement by this Court.

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(Settlement Agreement, § 3.2.2). The Parties further agreed to dismiss each of the four State Court Actions with prejudice upon the Settlement Effective Date." (*Id.*). The Settlement Effective Date is defined in the Settlement Agreement as the first day following the date the Final Judgment is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review, or the date the appeals are finally dismissed with no possibility of subsequent appeal or judicial review. (Settlement Agreement, § 1.39). The "Settlement Effective Date" occurred on September 2, 2010 and the State Court Actions should each be dismissed with prejudice.

2. On November 18, 2010, the parties to the State Court Action in Arkansas ("*Griffin*") appeared for a status conference before that Court. Despite their prior agreement to dismiss *Griffin* with prejudice upon the Settlement Effective Date, the Plaintiffs have not yet dismissed the *Griffin* action apparently due to the ongoing disputes among the Plaintiffs' counsel over the allocation of the attorneys' fees previously awarded by this Court. Defendants are not parties to those disputes, but understand that those disputes are currently pending in an arbitration before Judge Layn R. Phillips.

3. This Settlement approved by the Court in this action also includes claims alleged by separate Home Office Class Counsel on behalf of a Home Office Class.

4. On November 19, 2010, this Court approved a Stipulation agreed to by all Plaintiffs' counsel regarding the payment of One Hundred Thousand Dollars ($100,000) from the attorneys' fees previously awarded by this Court to the Home Office Class Counsel. (Doc. # 714).

5. Wal-Mart has requested that Judge Phillips convene a telephonic hearing to address the events at the status conference in *Griffin* and all funding issues under the Settlement Agreement. That hearing is scheduled for Tuesday, November 30, 2010.

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6. In light of this Court's November 19, 2010, approval of the Plaintiffs' Stipulation regarding the payment of attorneys' fees to Home Office Class Counsel, Wal-Mart has signed the Joint Written Direction authorizing the transfer of One Hundred Thousand Dollars ($100,000) from the monies previously funded to the QSF for attorneys' fees to the Home Office Class Counsel. Wal-Mart, however, continues to believe that the disputes among Plaintiffs' counsel regarding attorneys' fees must be resolved, that the terms of the Settlement Agreement (including the dismissal of the State Curt Actions with prejudice) must be complied with, and that a final order governing the distribution of the attorneys' fees must be entered before any additional monies for attorneys' fees are distributed from the QSF.

Dated this 29th day of November , 2010.

GREENBERG TRAURIG, LLP

s/ Naomi G. Beer
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CERTIFICATE OF SERVICE

I, Wendy Creason, declare under penalty of perjury that the following is true and correct:

I am a citizen of the United States; I am over the age of 18 years; I am employed by GREENBERG TRAURIG LLP, located at 1200 Seventeenth Street, Suite 2400, Denver, Colorado 80202, whose members are members of the State Bar of Colorado and at least one of whose members is a member of the Bar of each Federal District Court within Colorado; I am not a party to the within action; and that I caused to be served a true and correct copy of the following document in the manner indicated below:

1. DEFENDANTS' STATUS REPORT REGARDING PAYMENT OF ATTORNEYS' FEES; and

2. CERTIFICATE OF SERVICE.

__X__ By Electronic Filing: I served a true copy on this date of each document listed above on all parties registered for electronic filing in this action.

Executed on November 29, 2010 at Denver, Colorado.

s/ Wendy Creason
Wendy Creason
Legal Assistant